

James E. DeLine (P45205) (Admitted *Pro Hac Vice*)  
P. Warren Hunt (P69713) (Admitted *Pro Hac Vice*)  
Kerr, Russell and Weber, PLC  
500 Woodward Ave, Suite 2500  
Detroit, MI 48226  
Telephone: (313) 961-0200  
Facsimile: (313) 961-0388

Counsel for Mold Masters Co.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	Case No. 09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
-----X		

**OBJECTION OF MOLD MASTERS CO. TO SECOND NOTICE OF (I) DEBTORS'  
INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS,  
UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY  
AND (II) CURE AMOUNTS RELATED THERETO**

Mold Masters Co., ("Mold Masters"), a creditor and interested party, objects, on a limited basis, to the Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and (II) Cure Amounts Related Thereto (the "Second Assumption Notice") served upon by the above captioned debtors and debtors-in-possession (collectively, the "Debtors") pursuant to the Court's Bidding Procedures Order (Docket No. 274). In support of the objection, Mold Masters states:

1. The Debtors purportedly mailed an initial assumption notice to Mold Masters on June 5, 2009 (the "Initial Assumption Notice"). Mold Masters did not receive the Initial Assumption Notice until June 15, 2009.

2. On June 16, 2009, Mold Masters filed an objection to the Initial Assumption Notice based on an incorrect Cure Amount<sup>1</sup> (Docket # 1649).

3. The Debtors purportedly mailed a Second Assumption Notice to Mold Masters on June 15, 2009.

4. The Debtors are parties to executory contracts with Mold Masters.

5. The Debtors have proposed assuming and assigning certain of Mold Masters' executory contracts (the "Designated Contracts"). The number and/or amount of these Designated Contracts was altered and revised in the Second Assumption Notice.

6. The information on the Debtors' contract notice website provided in the Second Assumption Notice still fails to include all amounts due under the Designated Contracts listed and also fails to include amounts due for work done for which no purchase order has been generated.

7. Mold Masters does not oppose the Debtors' assumption and assignment of Mold Masters' contracts *per se*. Mold Masters files this objection to the Second Assumption Notice as a precautionary measure in order to preserve its rights to receive payment of the full Cure Amount owed as a condition of any assumption and assignment.

8. Mold Masters objects, on a limited basis, to the Second Assumption Notice to the extent that the Cure Amount identified by the Debtors is still inaccurate. Mold Masters is owed a substantial sum for both pre and post petition goods and services provided to the Debtors. This amount is not fully reflected in the Debtors' revised Cure Amount in the Second Assumption Notice.

9. Mold Masters also objects to the extent that the Second Assumption Notice would allow payment of less than 100% of pre-petition and post-petition obligations owed by Debtors

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<sup>1</sup> Capitalized terms not defined herein have the meaning assigned to them in the Second Assumption Notice.

to Mold Masters, as is required by § 365 of the Bankruptcy Code. *In re Burger Boys*, 94 F.3d 755, 763 (2<sup>nd</sup> Cir. 1996).

10. Mold Masters reserves any and all rights arising from or associated with the Designated Contracts.

11. Because the authority upon which Mold Masters relies is incorporated into this objection, Mold respectfully requests that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law contained in Local Bankruptcy Rule 9013-1(a).

12. Mold Masters reserves the right to amend this objection to include additional facts or arguments as may be determined by further investigation and also to raise such other and further objections to any proposed assumption and assignment or Cure Amounts with respect to Mold Masters' Designated Contracts.

13. Mold Masters has been in contact with representatives of the Debtors in an attempt to resolve their differences with respect to the Cure Amounts owed. Mold Masters is working toward an amicable resolution of the dispute without judicial intervention and is hopeful that agreement can be reached between the parties in the coming days.

WHEREFORE, Mold Masters respectfully requests that the Court enter an order (a) sustaining this objection in its entirety, (b) reserving its rights in connection with any Designated Contracts or Cure Amounts listed and (c) providing Mold Masters with such other and further relief as is appropriate.

Respectfully submitted,

**KERR, RUSSELL AND WEBER, PLC**

By: /s/ P. Warren Hunt

James E. DeLine (Admitted *Pro Hac Vice*)

P. Warren Hunt (Admitted *Pro Hac Vice*)

Kerr, Russell and Weber, PLC

Counsel for Mold Masters Co.

500 Woodward Ave, Suite 2500

Detroit, MI 48226

Telephone: (313) 961-0200

Facsimile: (313) 961-0388

Dated: June 23, 2009

James E. DeLine (P45205) (Admitted *Pro Hac Vice*)  
P. Warren Hunt (P69713) (Admitted *Pro Hac Vice*)  
Kerr, Russell and Weber, PLC  
500 Woodward Ave, Suite 2500  
Detroit, MI 48226  
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**CERTIFICATE OF SERVICE**

I hereby certify that on June 23, 2009, I electronically filed the foregoing Objection to the Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and (II) Cure Amounts Related Thereto, and this Certificate of Service with the Clerk of the Court using the ECF system which will send notification of such filing to all ECF participants. A copy of this document was also served on the following parties on June 24, 2009 via Federal Express mail:

Warren Command Center  
Mailcode 480-206-114  
General Motors Corporation  
Cadillac Building  
30009 Van Dyke Avenue  
Warren, MI 48090

Harvey R. Miller, Esq.  
Stephen Karotkin, Esq.  
Joseph H. Smolinsky, Esq.  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York, 10153

Matthew Feldman, Esq.  
U.S. Treasury  
1500 Pennsylvania Avenue NW

Room 2312  
Washington, D.C., 20220

John R. Rapisardi, Esq.  
Cadwalader, Wickersham & Taft, LLP  
One World Financial Center  
New York, New York 10281

Kenneth Eckstein, Esq.  
Thomas Moers Mayer, Esq.  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036

Michael J. Edelman, Esq.  
Michael L. Schein, Esq.  
Vedder Price, P.C.  
1633 Broadway, 47<sup>th</sup> Floor  
New York, New York 10036

Office of the United States Trustee for the  
Southern District of New York  
33 Whitehall Street  
21<sup>st</sup> Floor  
New York, New York 10004  
Attn: Diana G. Adams, Esq.

Chambers Copy  
Hon. Robert E. Gerber  
United States Bankruptcy Court  
Southern District of New York  
One Bowling Green, Room 621  
New York, New York 10004-1408

/s/ P. Warren Hunt  
P. Warren Hunt (P69713) (*Pro Hac Vice*)  
James E. DeLine (P45205) (*Pro Hac Vice*)  
**KERR, RUSSELL AND WEBER, PLC**  
Counsel for Mold Masters Co.  
500 Woodward Avenue, Suite 2500  
Detroit, MI 48226-3406  
313-961-0200 (telephone)  
313-961-0388 (facsimile)  
[pwh@krwlaw.com](mailto:pwh@krwlaw.com)  
[jed@krwlaw.com](mailto:jed@krwlaw.com)

Dated: June 23, 2009